or substituted service against a citizen and resident absent from the state at the time, and the granting to such judgments full faith and credit in the forum. *Re Denick,* 92 Hun. (N. Y.) 161, 36 N. Y. S. 518; *Hamill* v. *Talbott,* 72 Mo. App. 22; *Henderson* v. *Staniford,* 105 Mass. 504, 7 Am. Rep. 551; *Huntley* v. *Baker,* 33 Hun. (N. Y.) 578; *Ouseley* v. *L. V. Trust & S. D. Co.,* 84 Fed. 602; *Schibsby* v. *Westenholz,* L. R. 6 Q. B. 155. These dicta rest on a recognition of allegiance as a sole and sufficient basis for the exercise of jurisdiction by a foreign tribunal. Though this view finds support in *Douglas* v. *Forest,* 4 Bing. 686, which appears to be the sole case exactly in point with the principal case, it has been repudiated in this country by several cases of unquestioned authority, and is impossible to reconcile with the reasoning of many others. *De la Montanya* v. *De la Montanya,* 112 Cal. 101, 44 Pac. 345, 32 L. R. A. 82, 53 Am. St. Rep. 165; *McEwan* v. *Zimmer,* 38 Mich. 765; *Smith* v. *Grady,* 68 Wis. 215, 31 N. W. 477; *Shepard* v. *Wright,* 59 How. Pr. (N. Y.) 512; *Amsbaugh* v. *Exchange Bank,* 33 Kans. 100, 5 Pac. 384; *Webster* v. *Reid,* 11 How. 437. In the last named case it is said "these suits were not a proceeding in rem against the land, but were in personam against the owners of it. Whether they all resided within the Territory or not does not appear, nor is it a matter of any importance. No person is required to answer in a suit on whom process has not been served, or whose property has not been attached. In this case there was no personal notice nor an attachment or other proceedings against the lands, until after the judgments. The judgments, therefore, are nullities, and did not authorize the executions on which the lands were sold." In the principal case the defendant was domiciled and resident in New York, and a contrary decision would have to be supported solely on the basis of allegiance, and would result in the paradox of determining an individual's civil rights by his political rather than by his civil status. The rights of prospective citizens, during the period of naturalization, might be seriously prejudiced, and the protection of our laws nullified. It is difficult to see how a contrary decision could be supported here, either on reason or authority, or even as a matter of policy.

JUDGMENT—NECESSITY OF STRICT COMPLIANCE WITH STATUTE IN CASE OF SERVICE BY PUBLICATION.—Where an affidavit for publication of summons was filed under a statute requiring, "stating the place of defendant's residence, if known to the affiant, and if not known, stating that fact," as a basis for substituted service, *held,* that filing an affidavit stating "that the last known post-office address of the defendant is unknown" is not a substantial compliance with the statute, and judgment rendered thereon is void. *Atwood* v. *Roan* (N. D. 1914) 145 N. W. 587.

The principal case reiterates the well established rule that there must be a strict compliance with statutes providing for service by publication, *Pennoyer* v. *Neff,* 95 U. S. 714, 24 L. Ed. 565; *Tunis* v. *Withrow,* 10 Ia. 305, 77 Am. Dec. 117; *Gilmore* v. *Lampman,* 86 Minn. 493, 90 N. W. 1113, 91 Am. St. Rep. 376; *Albers* v. *Kozeluh,* 68 Neb. 522, 94 N. W. 521, 97 N. W. 646; *Schoenfeld* v. *Bourne,* 159 Mich. 139; *Gibson* v. *Wagner,* (Colo. 1913) 136

Pac. 93; and that every fact must be shown in the affidavit which is necessary to give the right to an order for service by publication, *Lbr. Co.* v. *Johnson,* 196 Fed. 56; *Harvey* v. *Harvey,* 85 Kans. 689. Where, however, the attack is collateral, there is considerable conflict of authority as to the validity of the judgment, the weight of authority upholding its validity. *Cooper* v. *Reynolds,* 10 Wall. 308; *Morris* v. *Robbins,* 83 Kans. 335, 111 Pac. 470; contra, *Greenvault* v. *Farmers' & Mechanics' Bank,* 2 Doug. (Mich.) 498; *Gibson* v. *Wagner,* supra. But on direct attack, as in the principal case, even slight variances from the requirements of the statute are held fatal, e. g. use of "residence" in the affidavit where the statute required "post-office address," *Norris* v. *Kelsey,* 23 Colo. 555, 130 Pac. 1088; use of affidavit on information and belief where statute required it be in a direct and positive manner, *Feikert* v. *Wilson,* 38 Minn. 341, 37 N. W. 585. *See San Diego Savings Bank* v. *Goodsall,* 137 Cal. 420, 70 Pac. 300. The court suggests obiter that a distinction, based upon the recitals in the judgment, might be drawn, and defects in the affidavit held not to be jurisdictional in those states where the affidavit is not a necessary part of the record. This distinction is unsupported by the decision cited, *Gilmore* v. *Lampman, supra,* and would appear to be, in cases of direct attack, a too technical attempt to reconcile contrary holdings, though perhaps good in cases of collateral attack. See *Duval* v. *Johnson,* 90 Neb. 503, 133 N. W. 1125, Ann. Cas. (1913B) 26.

LANDLORD AND TENANT—LIABILITY OF LANDLORD FOR INJURY TO THIRD PERSONS.—The defendant leased a hotel fully furnished, lessee agreeing to keep the elevator and other machinery in good order. The elevator was out of repair at the time of the lease. It was without light, and would "creep" when left standing, of which facts both parties had knowledge. Plaintiff was a guest of the lessee, and walked into the elevator shaft one afternoon when the elevator door had been left open and the elevator had crept up ten feet. *Held* that both lessor and lessee were liable for negligence. The lessor of property intended for a public or semi-public use is liable for injuries to third persons if the leased property was not safe for the contemplated use at the time of the lease, or if there is a dangerous condition on the premises in the nature of a nuisance, of which the owner is chargeable with knowledge. *Colorado Mortgage & Investment Co.* v. *Giacomini,* (Colo. 1913) 136 Pac. 1039.

It is a wellnigh universal rule that as between landlord and tenant, in the absence of fraud or concealment, where there is no express warranty or covenant to repair, the lessee is subject to the rule of *caveat emptor.* There is no implied contract that the premises are fit for habitation or free from dangerous defects. *Moore* v. *Parker,* 63 Kan. 52, 64 Pac. 975, 53 L. R. A. 778; *Jaffe* v. *Harteau,* 56 N. Y. 398, 15 Am. Rep. 438; *Cowen* v. *Sutherland,* 145 Mass. 363, 1 Am. St. Rep. 469. Third persons invited by the tenant—employees, members of the family, visitors—are subject to the same rule. It is the lessee's duty to inform them. *Whitmore* v. *Orono Pulp & Paper Co.,* 91 Me. 297, 39 Atl. 1032, 64 Am. St. Rep. 229; *Sterger* v. *Van Sicklen,* 132 N. Y. 499, 30 N. E. 987, 16 L. R. A. 640, 28 Am. St. Rep.